

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Mark Ocondi

Application No./Patent No.: 10/536,676

Filed/Issue Date: May 27, 2005

Entitled: **INTELLIGENT WIRELESS MULTICAST NETWORK**

CH2M HILL, Inc.

, a Florida corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

M. P. Maloney
Signature
MICHAEL P. MALONEY
Printed or Typed Name

May 16, 2008
Date
720-286-2710
Telephone number

Dir. of Technology Commercialization
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 38 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

ASSIGNMENT OF PATENT RIGHTS

Mark Ocondi, an individual (the "**Assignor**"), invented one or more inventions (the "**Inventions**") described in the Applications (as defined below) and Patents (as defined below), and previously assigned his entire right, title and interest in and to the Inventions, Applications, and Patents to **VECO Drilling, Inc.**, a Delaware corporation subsequently renamed **VECO Gas Technology, Inc.** ("**Assignee**"). To the extent not previously conveyed, assigned and transferred to Assignee, Assignor desires to assign, and Assignee desires to acquire, the entire right, title and interest in and to the assets and rights transferred pursuant to this Assignment of Patent Rights, effective as of May 26, 2005 (this "**Assignment**").

Therefore, for valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby sells, assigns, and transfers to Assignee, effective as of May 26, 2005, the full extent of his right, title, and interest in and to any and all of the following (collectively, the "**Rights**") not previously conveyed, assigned and transferred to Assignee:

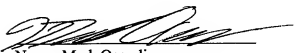
- The Inventions and all rights in any country in the world with respect to the Inventions;
- United States patent applications number 10/536,676 (filed May 27, 2005) and all divisionals, continuations, and continuations-in-part or other applications claiming priority rights from such applications and/or the Patent (the "**Applications**");
- All letters patent, United States patents or other governmental grants or issuances that may be granted or issue with respect to the Applications or the Inventions (the "**Patents**");
- All reissues, reexaminations, extensions or registrations of any and all of the Applications and the Patents;
- All non-United States patents, patent applications, and counterparts relating to the Inventions, the Applications, and the Patents including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
- The right to claim priority rights deriving from the Patents and/or Applications;
- All causes of action and remedies related to the Inventions, Applications, and Patents (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the Inventions, Applications and Patents);
- All rights to collect royalties and other payments under or on account of any of the Inventions, Applications and Patents (other than the royalty obligations specifically described in the Amended Asset Purchase Agreement, dated as of February 8, 2003, by and among VECO Drilling, Inc., Stela, LLC, Ocondi Limited Partnership, RLLLP and Cham Ocondi); and
- Any and all other rights and interests arising out of, in connection with, or in relation to the Inventions, Applications and Patents.

Assignor will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives and assigns deem necessary or desirable to: perfect enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignor request the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other

governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives and assigns and will be binding upon Assignor, his successors, legal representatives and assigns.

ASSIGNOR:


Name: Mark Ocondi

Date: 3/10/08

STATE OF COLORADO)
COUNTY OF Wapahoe) ss.

On 3/10/2008, before me, Debra D Armstrong, Notary Public in and for said State, personally appeared Mark Ocondi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Debra D Armstrong
exp 11/21/2009



CONFIRMATORY PATENT ASSIGNMENT

This Patent Assignment is made by VECO Gas Technology, Inc., a Delaware corporation, 6399 South Fiddlers Green Circle, Suite 500, Greenwood Village, Colorado 80111 ("Assignor"), and CH2M HILL, Inc., a Florida corporation, 9191 South Jamaica, Englewood, Colorado 80112 ("Assignee");

WHEREAS, Assignor owns by assignment that certain patent application in the United States identified as U.S. Patent Application No. 10/536,676, filed May 27, 2005, and entitled "INTELLIGENT WIRELESS MULTICAST NETWORK," and foreign and regional applications corresponding or relating thereto (the "Utility Application");

WHEREAS, Assignor now owns the entire right, title and interest in the Utility Application;

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full

enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

VECO Gas Technology, Inc.

Date: MAY 16, 2008

By:

Name:

Title:

Larry J. Compton
PRESIDENT

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

On this 16th day of May, 2008, before me a Notary Public in and for said county, personally appeared Larry J. Compton, the above-mentioned representative of the Assignor, VECO Gas Technology, Inc., who executed the foregoing patent Assignment, and represented and acknowledged that he had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.



Sally A. Hill
Notary Public

My Commission expires:

8/21/2011

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

CH2M HILL, Inc.

Date: May 16, 2008

By:

Name:

Title:

Michael P. Mahoney
MICHAEL P. MAHONEY
DIRECTOR OF TECHNOLOGY COMMERCIALIZATION

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

On this 16th day of May, 2008, before me a Notary Public in and for said county, personally appeared Michael P. Mahoney, the above-mentioned representative of the Assignee, CH2M HILL, Inc., who executed the foregoing patent Assignment, and represented and acknowledged that he had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.



Sally A. Hill
Notary Public

Commission expires: 8-21-2011